



**TOWN OF WAREHAM
WAREHAM PUBLIC SCHOOLS**

**INVITATION FOR BIDS FOR
SCHOOL TRANSPORTATION SERVICES FOR SCHOOL
YEARS 2018 TO 2020**

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A. Key Information

Bid Name:	SCHOOL TRANSPORTATION SERVICES FOR SCHOOL YEARS 2018 TO 2020
Bid Available from Date:	April 27, 2017
PreBid Conference	May 8 th , 2017, 2pm, Multi Service Center, 2nd Floor, 48 Marion Road, Wareham
Last Date for Questions	May 10 th , 2017, 3pm
Bids Due Date:	May, 16, 2017, 3pm
Lead Official:	Michael MacMillan, School Business Manager
Address:	Wareham Public Schools, Multi Service Center, 3rd Floor, 48 Marion Road, Wareham
Email:	mmacmillan@wareham.k12.ma.us
Tel.No.:	508-291-3500 ext 3510
Awarding Authority	Town of Wareham

B. Bid Submission Requirements

Bid Delivery

1. All bids must be delivered to Wareham Public Schools, 48 Marion Road, Wareham, MA 02571.
2. Bids must be delivered by 3pm on May 16th, 2017.
3. Three copies of the bid should be submitted. Bids must be sealed and marked as follows: ‘School Transportation Services Bid’.
4. Bidders may choose not to bid on any part of the bid, however, they should submit all bid forms and indicate ‘no bid’ as appropriate.
5. All bids must include:
 - Bid Signature Form (attached);
 - Non-collusion form (attached);
 - Tax compliance certificate (attached);
 - Bid pricing sheet (attached);
 - Security Deposit / Bid Bond;
 - Base Price of Fuel Form (attached); and
 - List of previous contracts with contact details.

Bid Signature

6. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general

partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time For Bid Acceptance

7. The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between Wareham Public Schools and the apparent lowest responsive and responsible bidder.
8. Once the preferred bidder is identified a notification of intent to award contract will be sent to the preferred bidder. A draft contract will also be sent for their approval before execution.

Changes And Addenda

9. If any changes are made to this IFB, an addendum will be issued. Addenda will be e-mailed to all bidders on record as having received the IFB. Addenda will also be made available on the Town of Wareham website.

Questions About The IFB

10. Questions concerning this invitation for bids must be submitted in writing, by email to: Michael MacMillan, mmacmillan@wareham.k12.ma.us by May 10th, 2pm. Questions must be emailed. Written responses will be e-mailed to all bidders on record as having picked up the IFB and posted to the Town of Wareham website.

Modification Or Withdrawal Of Bids, Mistakes, And Minor Informalities

11. A bidder may correct, modify, or withdraw a bid by written notice received by the Town of Wareham prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.
12. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Wareham or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid

if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Pre-Bid Conference

13. A pre-bid conference will be held at 2pm on Monday, May 8th at 2nd floor, Multi Service Center, 48 Marion Road, Wareham, MA 02571. Attendance at the pre-bid conference is not mandatory. However, any vendor wishing to attend must notify Michael MacMillan, by email, by 3pm, Friday, May 5th 2017.

Right To Cancel/Reject Bids

14. The Town of Wareham may cancel this IFB, or reject in whole or in part any and all bids, if the Town of Wareham determines that cancellation or rejection serves the best interests of the Town of Wareham.

Bid Prices To Remain Firm

15. All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unforeseen Office Closure

16. If, at the time of the scheduled bid opening, 48 Marion Road, Wareham, MA 02571 is closed due for any unexpected reason, the bid opening will be postponed until 3:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

Security Deposit / Bid Bond

17. Security deposits in the amount of \$5,000 will be required in the form of a bid bond, certified check or cashier's check issued by a responsible bank or trust company, payable to the Wareham Public Schools. Security deposits will be returned to the unsuccessful bidder upon award of the contract(s) to the successful bidder(s). The security deposit of the successful bidder(s) shall be returned upon receipt of both a signed contract, performance bond and payment bond if required.

C. General

Contract Term Length and Renewal Options

1. The contract will be for a three year period initially, beginning with the FY17/18 school year. For the purposes of this contract, the 'school year' includes the summer following the end of the school year. Therefore, the services requested in this contract will begin with the start of the FY17/18 school year – i.e. August 2017. See the School District website for the School Calendar.
2. The successful bidder will be required to enter into a written contract for a period of three (3) years with the option of two (2) additional one (1) year contract extensions exercised at the sole discretion of Wareham Public Schools, subject to annual appropriation.
3. The transportation services specified herein, must be available to be provided from the first day of school in the FY17/18 school year until the day preceding the first day of school for the FY20/21 school year.
4. If the contract is extended these services will be provided until the day preceding the first day of school of the school year subsequent to the final year of the contract.
5. Contract and performance obligations will be subject to annual appropriation and availability of funds. Any amendment or agreement beyond the contract's original terms shall be in writing, signed by the parties and shall be in accordance with the provisions of MGL c 30B.

Contract Price

6. The bid price shall be acknowledged as the transportation costs for the year of the contract indicated in the attached bid forms.

Price Submission

7. The contract prices shall include all costs related to the contract and the District will not be subject to any other charges except where expressly specified herein or in writing by the Superintendent, or designee. Therefore, the contract price shall include the cost of fuel, garaging, oil, grease, repairs, wages and benefits of drivers, taxes, fees, licenses, permits, certificates, insurance costs, and such other charges as are needed in connection with the contract work and to keep the vehicles properly equipped and in good operating condition.

Base Price of Fuel

8. The bidder must provide the base price of fuel (see attached form).
9. If the price of fuel increases or decreases by more than \$0.10 per gallon from the 'Bid Base Price of Fuel' 80 percent (80%) of the cost increase or decrease shall be applied to the monthly invoice. The increase or decrease shall apply to regularly scheduled transportation (in or out of district).
10. The fuel cost increase or decrease must remain in effect from the first operating day of the month based on the actual price paid per gallon. In order, to receive reimbursement for increased fuel costs as provided herein, the Contractor must provide receipts of said fuel on a monthly basis through the contract term as verification of such increase.
11. By October 1st of each contract year the Contractor shall report in writing to the Superintendent the total number of miles traveled per day for all bus routes. This total shall be the daily total used in the calculation of the fuel adjustment for that school year.
12. Miles per gallon shall be based on the bus manufacturer's specifications.
13. Under no circumstances shall the district absorb fuel costs not associated with this contract.

Rule for Award

14. A contract will be awarded to the responsive and responsible bidder offering the lowest price for each category:
 - a. In district regularly scheduled routes.
 - b. Out of district regularly schedule routes.
 - c. Extra-Curricular, Athletic & Field Trip Vehicles.
15. Responsive bidders will be those that comply with the following:
 - a. Submit all bid Forms and required documentation.
 - b. Submit all materials by due date and time.
16. Responsible bidders will be those that meet the following criteria:
 - a. Bidder must have been in the school transportation business, operating 65/71/77 passenger buses for at least five (5) years.
 - b. Bidder must have at least one (1) current or former public school contract with at least ten (10) buses per contract.
 - c. Bidder must provide evidence of holding at least one (1) transportation contract in Massachusetts for a minimum of five (5) years.

- d. Bidder must have demonstrated ability to acquire a bond or irrevocable letter of credit from a bank licensed to do business in Massachusetts.
 - e. Contractor must be able to provide a demonstration of sufficient capacity and capital to handle a contract of this size.
 - f. Contract must be current in the payment of all Federal, State and Local taxes, to include vehicle and fuel taxes, excepting any for which litigation or dispute filings have been made as of the date of these specifications.
 - g. Contract will have favorable references.
17. This bid may result in the award of separate contracts for regularly scheduled in district, regularly scheduled out of district and Extra-Curricular, Athletic & Field Trip Vehicles.
18. Each successful bidder shall be subject to all the terms and conditions specified below and 'contract' as referenced below in these specifications shall mean one or more contracts based on the actual contracts awarded.
19. No bid submittal shall be accepted from any bidder who had defaulted on or had a Massachusetts contract terminated for cause in the past five (5) years.

D. Bonding Requirements

PERFORMANCE BOND:

20. A performance bond guaranteeing the fulfillment of all terms and conditions of this contract and renewable annually in advance for the duration of the contract period in the amount of one hundred percent (100%) of the contract price for each year, and which is acceptable to and in favor of the Wareham Public Schools, shall be furnished and paid for by the successful bidder. Said performance bond shall be delivered to the Office of the Superintendent of the Wareham Public Schools within twenty (20) calendar days following written notification of the bid award and prior to the first day of June for each succeeding year of the contract. Performance bonds must be renewed in an amount of one hundred percent (100%) of the contract price for the coming year. Should the successful bidder fail to deliver said performance bond, the Wareham Public Schools shall withhold any and all payments due said successful bidder, until such time as said performance bond has been received, or until such time as the amount withheld equals twenty five percent (25%) of the coming year's contract at which time the withheld funds will be transferred to an escrow account and held for performance security.

21. Bidders must verify their bonding capabilities prior to submitting any bid proposals. Prior to the award, bidders may be asked to submit such verification as proof of competency to execute the contract.

PAYMENT BOND

22. The successful bidder, if required by the School District, shall furnish a payment bond issued by a company licensed to do business in the Commonwealth of Massachusetts for up to 100 percent of the annual contract amount, in a form that is satisfactory to the School district for the duration of the contract, within 10 working days of award of contract. The district reserves the right to require, eliminate or reduce any bond requirement from 100 percent if it deems it to be in the best public interest.
23. Failure to submit a bond within ten (10) working days of the district request shall be deemed a breach of contract on the part of said vendor.

E. Indemnification and Insurance

24. The successful bidder will indemnify and agree to hold harmless Wareham Public Schools against any liability including all claims for bodily injury or property damage that may arise out of the successful bidder's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.
18. The successful bidder must furnish certificates of insurance with a ninety (90) day cancellation clause to the School District within thirty (30) business days after the notice of acceptance of its bid is given by the School District.
19. The successful bidder shall maintain the following insurance coverage:
- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
 - b. Automobile Liability in the amount of \$200,000 for personal injury and property damage for each vehicle used;
 - c. Professional Errors and Omissions Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate; and
 - d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

25. For subsequent years, the vendor must provide the district with copies of all required certificates of insurance by September 1st .
26. Any school property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by the Contractor, at its expense. In the event of the failure of the Contractor to make such repairs promptly and to the satisfaction of the school district, the school district may, at its discretion, direct that such repairs be made, that the cost of such repairs be charged against the Contractor, and that any sum of money due to the Contractor may be applied to meet the cost of such repairs.
27. Should the Contractor engage in conduct found to be in violation of the conflict of the interest laws (MGL ch 268A) with regard to this contract, the contract shall be subject to termination on that basis.

F. Evidence of Ability to Perform

28. It is the intent of the Wareham Public Schools not to award a contract to any bidder who does not furnish satisfactory evidence that it:
 - Has ability and experience in school bus transportation
 - Has sufficient capital to perform this contract
 - Has necessary resources to provide the services detailed herein.
29. The School District will contact references provided (as detailed below) to review performance of previous contracts. Any information provided as part of this contract will be considered in determining whether the bidder is responsive and responsible.

G. Scope of Services

General Description

30. The bidder agrees to furnish all transportation contemplated by the provisions hereof. All specifications, clauses, addenda and supporting documents will be deemed a part of and incorporated in the contract for school bus transportation services.
31. The contract shall include all labor, materials, tools and equipment, and services required for proper performance of the work as specified hereinafter and as may be required for the proper completion of the work in accordance with the highest standards of the trade or trades involved.

32. The successful bidder shall furnish transportation for students of the Wareham Public Schools, including those attending public, charter, private or parochial schools, as may be designated by Wareham Public Schools.

Route Preparation

33. Routes and schedules, as compiled by the successful bidder and working in conjunction with the Superintendent, or designee, shall be submitted to the School District at least four weeks before the scheduled first day of school.
34. The School District reserves the right to rearrange, reassign, or adjust routes and schedules when it is in the interests of the Wareham Public Schools to do so, at no additional cost to the District.

Transportation to be Provided

20. The following information is based on the 2016/17 school year. Rider numbers are based on November rider head counts and not all potential riders.

Regular in-district transportation

21. Wareham Public Schools provided transportation to approximately 1,350 students to and from regular school sessions at the four Wareham Public Schools.
22. Wareham Public Schools used 19 full size (77 seat) buses to provide this transportation, plus 3 spare buses.

Special Education In-District transportation

23. Wareham Public Schools provided transportation to approximately 150 students requiring Special Education provisions to be made.
24. Wareham Public Schools used 7 buses (31-35 seat) to provide this transportation, plus 2 spare buses. All buses for SPED transportation provided wheel chair access and transportation.

Out of District transportation

25. Wareham Public Schools provided transportation to approximately 18 students to and from special education school sessions at locations other than Wareham Public Schools. Wareham Public Schools used 4 vehicles to provide this transportation. Of these two

were buses with wheelchair access, two were passenger vans. There was also one spare passenger van.

26. In addition, Wareham Public Schools contracted with third party vendors for transportation of 27 students to out of district special education placements.
27. Wareham Public Schools also provided transportation to Bristol Agricultural College for 12 Wareham Public School students. Students from other districts were also transported.
28. The district also provided transportation for 3 homeless students and contracted with third parties for the provision of transportation services to 9 homeless students.

Other transportation

29. The district also regularly provided transportation for in district midday programs, athletics and late bus.
30. The actual number of buses used is subject to changes in the Wareham Public Schools walk / ride policies, the total enrollment and the availability of funds. Wareham Public Schools reserves the right to add or delete from these numbers of vehicles as Wareham Public Schools deems in in the best interests of Wareham Public Schools. It is also expected of the vendor to transport the students with the minimum number of buses provided, while ensuring safety and a reasonable level of comfort.
31. The successful bidder will provide:
 - Transportation equipment, maintenance of equipment, fuel, oil, tires, emergency servicing of equipment, duly licensed operators, supervision and monitoring of employees, inspection, registration, licensing, insurance and in general conformance to all applicable laws, rules and regulations of the Commonwealth of Massachusetts, the Department of Elementary and Secondary Education, the Registry of Motor Vehicles, the Town of Wareham and its School Committee and all other regulating agencies with jurisdiction over the transportation of school children.
 - The successful bidder agrees to make available at no additional charge to the Wareham Public Schools, buses for each school to use in bus evacuations drills as required by the M.G.L. Chapter 90, Section 7B.

Scheduling / School Times

32. The school day shall be defined for transportation purposes as beginning from the time of the first pick up and ending one and one half (1.5) hours after the close of the last school.
33. No doubling up of routes shall be allowed either because of bus or driver shortage without express written approval of the Superintendent, or designee. Buses assigned by contract to Wareham Public Schools will not be used for the transportation of any students or passengers other than those associated with the Wareham Public Schools without the written consent of Wareham Public Schools.
34. School days and hours will be established by the Wareham School Committee.
35. At the start of the day, buses shall be required to pick up students at their respective bus stops, transport the students to their designated schools or other sites, buses will be scheduled so as to assure arrival of pupils not earlier than fifteen (15) minutes before school sessions begin and not after school session begins. At the end of the day, buses will be scheduled to pick up the students at the school or other sites to which they were transported and return the students to their respective stops.
36. A scheduled trip may be cancelled by the Wareham Public Schools' Superintendent, or designee, by notifying the successful bidder orally or in writing at least 30mins before the planned time of departure on which the particular trip was to originate at the agreed place of garaging (unless an emergency exists).
37. The Wareham Public Schools Superintendent, or designee shall have the authority to make such changes as he/she deems necessary in adjusting the number of buses, assignments of pupils, groups or routes, time and dates, or any matter affecting the specific, individual needs of children

Students

38. Changes in the number of children on any route, increasing or decreasing the number of buses or new accommodations necessary for safe and convenient service may be adjusted by the Wareham Public Schools at the beginning of each year, or at the time such adjustment is deemed by the Wareham Public Schools to be in the best interest of proper service.
39. Drivers will report all cases of student misbehavior on school buses and will handle all disciplinary matters in strict accordance with the policy established by the Wareham School Committee.
40. In no case will a driver eject a student from a bus for misbehavior or forbid a student from riding to or from school for misbehavior.

41. The successful bidder shall provide written reports of bus counts showing the number of pupils on each bus and on each bus trip, as well as the bus trip mileage. These reports will be required on five (5) consecutive days in September and at any other times as requested by the Superintendent or designee.

Equipment

42. During the 2017/18 school year, no vehicle shall be used which was manufactured prior to 2007.

43. During the 2018/19 school year, no vehicle shall be used which was manufactured prior to 2008.

During the 2019/20 school year, no vehicle shall be used which was manufactured prior to 2009.

44. If, at the sole discretion of Wareham Public Schools, an additional one (1) year contract extension is granted for the 2020/21 school year, no vehicle used shall be manufactured prior to 2010.

45. If, at the sole discretion of Wareham Public Schools, an additional one (1) year contract extension is granted for the 2021/22 school year, no vehicle used shall be manufactured prior to 2011.

46. No vehicle used in fulfilling the requirements of this contract shall have an odometer reading of more than 150,000 miles at any time during the performance of the contract.

47. The successful bidder shall maintain all of the buses subject to this specification and the equipment required therein in good and working order during the entire time of the contract and any subsequent renewal thereof. Any and all vehicles shall be made available for inspection by the Wareham Public Schools or its designee on request.

48. All buses available for use at the time of the bid or which are to be available for use at the start of the contract period or which are to be added after the submission of the bid, or any time during the length of the contract must conform to all Federal Standards and fully meet or exceed all requirements of the Commonwealth of Massachusetts.

49. All buses shall be constructed, equipped and maintained in conformance with all applicable laws, regulations, and rules of the Federal Government and Registry of Motor Vehicles. The attention of all concerned is particularly directed to the following sections of Chapter 9- of the General Laws of the Commonwealth of Massachusetts:

- Section 1 – Definitions
- Section 1A – School Bus Registration
- Section 7A – Inspection of School Buses
- Section 7B – Requirements as to Equipment and Operation of School Buses

- Section 7C – Registrar may establish Minimum Standards for Construction, etc of School Buses.
 - Section 14 – Precautions for Safety
 - Section 17 – Speed Limit in Operation of School Buses.
50. Buses furnished must comply with the General Law of the Commonwealth of Massachusetts and the rules and regulations for the Massachusetts Registry of Motor Vehicles relating to the transportation of school children.
 51. The successful bidder must submit documentation identifying and detailing composition of the bus fleet, including the make, model, year, seating capacity, mileage, vehicle ID number and intended usage for the upcoming school year by August 1st of each year.
 52. At all times the successful bidder shall keep buses in a condition of cleanliness, interior and exterior, safe satisfactory to the sole discretion of the Wareham Public Schools Superintendent, or designee.
 53. Carbon copies of reports of conditions of buses as determined at the time of inspection by the Registry of Motor Vehicles shall be presented to the Superintendent, or designee, no later than five days after the date of inspection.
 54. There shall be no substitution of buses without permission of the superintendent, or designee, for the duration of the contract, except in the case of emergency breakdown and then only for a period of time not exceeding five (5) school days. All substitute buses shall be subject to all contract requirements.
 55. The successful bidder shall provide sufficient buses for emergency use.
 56. Each bus shall display prominently an identifier (alphanumeric) printed in black immediately to the left of the entrance door.
 57. Each vehicle shall display prominently on both sides, the inscription 'WAREHAM PUBLIC SCHOOLS' in lettering of a size and style to be approved by the Superintendent, or designee.
 58. All buses will be equipped with stop arms and front crossing gates for use while picking up or discharging students.
 59. All vehicles must be equipped with operating two-way radios and successful bidder must maintain a manned base station at all times that students are transported.
 60. The successful bidder will be required to report the mileage of each vehicle used on a monthly basis. This reporting will be included with the monthly billing.

61. If the Wareham Public Schools requires the successful bidder to install seat belts and/or other additional safety equipment or devices not listed herein, except as required by Statute or Federal or State Regulation, the added cost of such installation shall be a matter to be negotiated.
62. The rear emergency door of each vehicle shall be equipped with an audible device that requires that the driver walk the interior length of the vehicle prior to exiting the vehicle to disengage the audible device. These devices should be similar to those manufactured by "C.R.S." and "Child Check Mate Systems."
63. During the life of this contract, pursuant to Section 197 of Chapter 184 of the Acts of 2002, the School Committee, reserves the right to vote to authorize and carry out the sale of advertising on school buses provided by the successful bidder under this agreement. The successful bidder agrees that, upon such a vote, it shall cooperate with the School Committee in carrying out this advertisement program pursuant to said statute and regulation as promulgated pertaining to such.
64. No school bus shall be fueled while there are any pupils or passengers on the bus.
65. Addition or reduction in the number of vehicles shall be per the following:
- **Addition of Vehicles:** In the event the School district, at its sole discretion, determines that a change in population, in route or any other situation, requires the addition of another school bus or van, the same shall be provided by the Successful bidder. The school district shall pay for the same at not more than the per diem price specified in the Bid Sheet multiplied by the number of days that the additional bus or van is to be used. The vehicle and driver shall be subject to all of the terms hereof. If the Contract fails to provide the necessary equipment and driver, the School District reserves the right to hire services and subtract the cost from its payment to the Contractor.
 - **Reduction in number of Vehicles:** In the event the School district, at its sole discretion, determines that a change in population, in route or any other situation, requires the reduction in the number of vehicles used in the pursuance of this contract, it may so notify the successful bidder in writing. If such a notice occurs prior to the opening of school in a given year, such reduction will operate to reduce the amount paid for the vehicle to zero for that year. If the reduction occurs during the school year, the Contractor will be paid on a per diem basis for all days on which the vehicle was used plus ten (10) additional days from the day of notice.

Video System

66. The successful bidder shall supply and install in all vehicles to be used under the terms of this contract a video system. Each bus used in performance of this contract shall have two (2) cameras installed at the expense of the successful bidder. The first camera shall be located in the front ceiling of the bus, centered above the driver, scanning the front and middle rows and sections of the bus. The second camera shall be located in the middle ceiling of the bus, and shall scan the middle and back rows and sections of the bus. The digital video system selected is subject to final approval of the Wareham Public Schools before installation to ensure conformity with all specifications.
67. Cameras shall be used only in accordance with the policies and procedures of Wareham Public Schools. All video image and audio recording are the sole property of the Wareham Public Schools. No video may be viewed prior to being turned over an authorized representative of Wareham Public Schools.
68. Recordings will be maintained by the contractor for a minimum of 21 days and will be available to school personnel during that time.
69. The video system shall be supplied, installed and fully operable by the first day of the 2017/18 school year.

Operators

70. There shall be guaranteed preference in hiring for all drivers working under the terms of the existing Wareham Public School Transportation employee contract. Any new or additional drivers needed for the performance of this contract shall be added after current drivers are accommodated. Current drivers must conform to all policies, rules and regulations of the successful bidder.
71. The successful bidder shall furnish fully and properly licensed drivers to operate any buses used in carrying out the transportation services provided for under the terms of this contract.
72. All persons assigned as regular or substitute drivers must be acceptable to the Superintendent of Schools prior to the start of each school year. The Superintendent of Schools reserves the right to accept or reject any or all drivers at any time during the contract period if it is deemed in the best interest of the Wareham Public Schools.
73. A list of licensed operators and substitute operators and the buses and routes to which they are assigned shall be furnished to Wareham Public Schools at least two (2) weeks prior to the start of the contract operations. The list shall contain the name, address, telephone number, the intended bus route and a photocopy of all applicable licenses for each individual on the list. All changes are to be reported in writing, to the Superintendent, or designee, as they occur.

74. The drivers shall be of the highest moral character and not less than twenty-one (21) years of age and shall annually submit to and pass a physical fitness examination as required by the Registry of Motor Vehicles, the Department of Telecommunications and Energy and other state agencies prior to the opening of the school year. A similar additional examination may be given by a doctor of the Wareham Public Schools own choice and at its own expense whenever it so indicates in writing to the Successful bidder.
75. All drivers must allow the Wareham Public Schools to conduct a C.O.R.I. check on their record annually. The Successful bidder must submit EXHIBIT E: C.O.R.I. REQUEST FORM for every licensed operator and substitute operator along with a copy of their license five working days prior to the first day of transporting students in a school.
76. The successful bidder must provide documentation that each driver has been fingerprinted for a Criminal Record Check. A new employee can send their results to the Wareham Public Schools; however, a letter of suitability must be provided to the Superintendent's Office before an employee can drive for the Wareham Public Schools.
77. No person shall be allowed to ride any vehicle unless so authorized, in advance by the Superintendent, or designee.
78. Drivers are expressly forbidden to smoke or drink any beverage at all times while on school buses.
79. Drivers must remain on their respective buses at all times while on school property, except in cases of emergency.
80. Drivers shall not leave a school bus unattended when passengers are on the bus.
81. Drivers may be required to participate in Bus Safety and Operator I.D. Programs or other training sponsored by the Wareham Public Schools.
82. The successful bidder agrees to comply with the rules, regulations and requirements of Chapter 90, Section 8A, General Laws of Massachusetts, and amendments thereto, in respect to the licensing of school bus operators, which statutes indicate in part the "Applications for a license to be a school bus operator may be made by any person who shall have attained the age of twenty-one (21) years and who shall have been a duly licensed motor vehicle operator for a period of three (3) continuous years prior to his/her application; but before such a person shall be so licensed the Registrar shall be satisfied that he/she is of good moral character and has successfully completed a driving performance test, a visual test, and a physical examination by a licensed physician within a three month period of the date of his/her application in conformity with such minimum physical qualifications as shall be determined by the Registrar."

83. There shall be no substitution of operators except from among those whose names appear on the substitute list, except in an emergency, and then only for a period of time not to exceed five (5) working days. The emergency substitute, although not on the approved list, must meet all of the requirements delineated in the above paragraphs.
84. The successful bidder shall be liable for part 382 of the Omnibus Employee Testing Act of 1991 (controlled substances and alcohol use and testing) upon award of the contract.
85. No operator who has tested positive for alcohol or drug use and/or has had their driver's license suspended or revoked for alcohol or drug related offenses within the previous five (5) years shall be permitted to operate any vehicle under the terms of this contract.
86. Operators must be trained and remain certified in first aid/C.P.R. procedures prior to operating any vehicle under this contract. Further, at the sole discretion of the Wareham Public Schools, operators may be required to be trained and remain certified in the administration of an epi-pen prior to operating any vehicle under this contract.
87. The successful bidder shall operate with an available reserve of not less than two (2) qualified substitute bus drivers at all times. The substitute drivers shall be familiar with the current routes, school locations, start/stop times, and street locations within the Town of Wareham.

Bus Monitors

88. Wareham Public Schools may at any point in the contract decide to place a monitor on a bus to assist in provision of services to students. The successful bidder must allow this monitor to ride the bus to provide support to students, until which time the District decides that the monitor is no longer required.
89. There will be no increase cost to the District associated with the inclusion of monitor to a bus route.

Accidents

90. The successful bidder shall report immediately after its occurrence, to the Superintendent, or designee, each and every accident or other incident or circumstances, which cause unavoidable delay, or in any way interferes with the performance of the agreement.
91. A complete and accurate written report must be submitted to the Superintendent, or designee within twenty-four (24) hours following any accident or incident.

Performance

92. If for any reason vehicles cannot be operated on any school day, the successful bidder agrees to provide suitable insured transportation in place thereof, without additional charge to the Wareham Public Schools. The successful bidder further agrees to provide a replacement vehicle/parts within twenty (20) minutes of receiving notice of a disabled vehicle. In the event that the replacement vehicle is not provided within said timeframe, the successful bidder shall be liable to the Wareham Public Schools for the liquidated damages in the amount of \$5.00 per minute for each minute over the specified twenty (20) minute vehicle response allowance. The twenty (20) minute vehicle response allowance shall begin at the time the Wareham Public Schools Superintendent, or designee contact the success bidder. The successful bidder shall have been deemed to have provided the replacement vehicle upon arrival on scene at the disable vehicle's location. The successful bidder shall receive written notice of instance of late vehicle response. The successful bidder agrees by submitting a bid that such a liquated damage amount is reasonable estimate of actual damages. The successful bidder shall promptly pay such liquidated amount or such amount shall be deducted from any remuneration due the successful bidder.
93. All replacement vehicles shall conform to the specifications contained herein.

On-Site Management

94. The successful bidder shall provide a full time, on-site manager to maintain the operation and guarantee the availability of drivers and buses during the entire school day for the duration of the contract. Said manager shall be furnished with, at the successful bidder's expense, a local telephone to receive the complaints or answer the questions of citizens for the full term of the contract. A local telephone is any telephone that does not require a toll charge or more than one message unit charge for calls originating in Wareham.
95. The full time manager shall have available a portable telephone for communication in emergency situations.

Summer School Buses

96. By June 1st, the district will notify the successful bidder of the district for in district summer school buses. The District will be charged the same daily bus rate as for in district regularly scheduled buses in the prior school year.
97. The successful bidder will not be responsible for summer transportation until 2018.

Pre-Opening School Procedures

98. The successful bidder shall be responsible to have all drivers on all routes drive a school bus over their routes not less than once prior to school opening. During these pre-opening runs, the driver shall follow the routes exactly as listed on the routing documents supplied by the Wareham Public School Department to the successful bidder. The drivers shall stop the bus at all listed pickup and discharge points on the route and be thoroughly familiar with the location of streets, stops, schools, etc.
99. The successful bidder shall report to the Superintendent or designee any exceptions, suggestions, or corrections which result from the pre-opening runs. However, no modifications to routes shall be made by the successful bidder until specific agreement to do so has been received from the Superintendent, or designee.

Extra-Curricular, Athletic & Field Trip Vehicles

100. Extra-curricular activities and sports trips that occur during or after the school day shall be billed on a per hour/mile basis. The waiting time charge will begin when the bus has reached its destination and will end at the time of departure for the return trip. Each bidder must state in his/her proposal, the minimum charge to be made.
101. Mileage used in billing for field trips shall be determined by utilizing Google Maps.
102. In the event that the successful bidder is not informed of a cancellation of a scheduled field trip with at least two (2) hours notice, a cancellation charge of \$ 25.00 may be charged by the successful bidder.
103. Whenever the successful bidder performs an in Town field trip, dropping off students and returning for a pickup of the same group of students, only the two (2) hour minimum rate may be invoiced.
10. All vehicles used in conjunction with extra-curricular, athletic and field trips shall conform to the specification contained herein.

H. BASIS OF COMPENSATION

1. Payment shall be made in conjunction with invoices approved by the School District.
2. All invoices are to be submitted to the District on a monthly basis, in ample time to be properly processed by the School Committee for payment.
3. Payment for services under this contract will be paid monthly.

4. No assignment or subletting of the contract or work, nor assignment of money due or to become due, shall be made without the written consent of the School Committee.

I. REFERENCES

5. Bidder must submit a complete list of all jobs performed in the past three (3) years for public school districts and other organizations that are similar in size and scope to this project, with contact names and telephone numbers.
6. Accident records for the previous three (3) years shall be prepared by the insurance carrier for the bidder and submitted with the bid. A loss run report for the same period is acceptable.
7. The School District reserves the right to investigate the performance of any and all bidders.

J. CURRENT SERVICE INFORMATION

This information in the tables below is indicative only and may be subject to change.

Type	Runs / Routes	Notes
Regular Day Transportation*		
- Elementary (Tier 1)	18	One bus can do both tiers.
- High School / Middle School (Tier 2)	19	
Special Education In District Transportation		
- Elementary (Tier 1)	6	One bus can do both tiers.
- High School / Middle School (Tier 2)	5	
Pre-School Runs	3	Done by SPED in district buses.
Special Education Out of District		
- Provided by Wareham Public Schools	4	
- Provided by Third Party (excl guardians)	13	
Homeless Transportation		
- Provided by Wareham Public Schools	1	
- Provided by Third Party (excl guardians)	9	

Other runs provided by Wareham (also indicative only)

Category	Number of Routes
Athletics (Teams)	20
Late Bus w/monitor	4
Other	
Young Adult Program	1
-Dual Enrollment	1
-Late Bus	4
-Swim	2
-School to Career	1

*For detailed route information on regular day transportation please see the Wareham Transportation website: <http://warehamps.org/transportation/>

REQUIRED FORMS

A. BID SIGNATURE

The undersigned confirms that they have read the 'Invitation for Bid' documents, including all addenda, related to the Wareham Public Schools bid for *TRANSPORTATION SERVICES FOR SCHOOL YEARS 2018 TO 2020 bid* and that the bid proposal here included complies with requirements detailed in the IFB documents:

AUTHORIZED INDIVIDUAL

SIGNATURE			
NAME		TITLE	
TELEPHONE		FAX	
EMAIL			
DATE			

B. IN DISTRICT REGULARLY SCHEDULED ROUTES BID PRICING SHEETS

The cost per bus per day will also be charged to the district to provide in district transportation during the summer.

YEAR 1

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	19	180		
Wheel Chair Capable buses	6	180		
Suburban / Passenger Vans (up to 8 passengers)*	1	180		
Pre-School Mid-day Buses:	3	180		
Late Buses:	1	72		
FIRST-YEAR TOTAL:				

*At the moment no suburban passenger vans in use for in district runs, this is for information and calculation purposes only. However, this should be included in the first year total cost.

YEAR 2

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	19	180		
Wheel Chair Capable buses	6	180		
Suburban / Passenger Vans (up to 8 passengers)*	1	180		
Pre-School Mid-day Buses:	3	180		
Late Buses:	1	72		
SECOND-YEAR TOTAL:				

*At the moment no suburban passenger vans in use for in district runs, this is for information and calculation purposes only. However, this should be included in the first year total cost.

YEAR 3

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	19	180		
Wheel Chair Capable buses	6	180		
Suburban / Passenger Vans (up to 8 passengers)*	1	180		
Pre-School Mid-day Buses:	3	180		
Late Buses:	1	72		
THIRD-YEAR TOTAL:				

*At the moment no suburban passenger vans in use for in district runs, this is for information and calculation purposes only. However, this should be included in the first year total cost.

YEAR 4

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	19	180		
Wheel Chair Capable buses	6	180		
Suburban / Passenger Vans (up to 8 passengers)*	1	180		
Pre-School Mid-day Buses:	3	180		
Late Buses:	1	72		
FOURTH-YEAR TOTAL:				

*At the moment no suburban passenger vans in use for in district runs, this is for information and calculation purposes only. However, this should be included in the first year total cost.

YEAR 5

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	19	180		
Wheel Chair Capable buses	6	180		
Suburban / Passenger Vans (up to 8 passengers)*	1	180		
Pre-School Mid-day Buses:	3	180		
Late Buses:	1	72		
FIFTH-YEAR TOTAL:				

*At the moment no suburban passenger vans in use for in district runs, this is for information and calculation purposes only. However, this should be included in the first year total cost.

C. EXTRA-CURRICULAR, ATHLETIC & FIELD TRIP VEHICLES BID PRICING SHEETS

YEAR 1

The following figures are the price per hour and additional price per mile that is proposed by the bidder.

	A	B	C	D
Service Description	Hourly Cost	Mile Cost	Min. Trip Cost	Min. Trip Cost (one way trip)
65/71/77 School Bus				
School Mini Van				
Passenger Van				
Coach Bus				

YEAR 2

The following figures are the price per hour and additional price per mile that is proposed by the bidder.

	A	B	C	D
Service Description	Hourly Cost	Mile Cost	Min. Trip Cost	Min. Trip Cost (one way trip)
65/71/77 School Bus				
School Mini Van				
Passenger Van				
Coach Bus				

YEAR 3

The following figures are the price per hour and additional price per mile that is proposed by the bidder.

	A	B	C	D
Service Description	Hourly Cost	Mile Cost	Min. Trip Cost	Min. Trip Cost (one way trip)
65/71/77 School Bus				
School Mini Van				
Passenger Van				
Coach Bus				

YEAR 4

The following figures are the price per hour and additional price per mile that is proposed by the bidder.

	A	B	C	D
Service Description	Hourly Cost	Mile Cost	Min. Trip Cost	Min. Trip Cost (one way trip)
65/71/77 School Bus				
School Mini Van				
Passenger Van				
Coach Bus				

YEAR 5

The following figures are the price per hour and additional price per mile that is proposed by the bidder.

	A	B	C	D
Service Description	Hourly Cost	Mile Cost	Min. Trip Cost	Min. Trip Cost (one way trip)
65/71/77 School Bus				
School Mini Van				
Passenger Van				
Coach Bus				

D. OUT OF DISTRICT REGULARLY SCHEDULED TRANSPORTATION

YEAR 1

The following details the costs that will be charged for transporting students who attend school outside of the district.

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days*	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	1	180		
Wheel Chair Capable buses	3	210		
Suburban / Passenger Vans (up to 8 passengers)*	2	180		
School Mini Van	14	180		
First Year Total				

*The number of days varies by school/program/placement, this figure is indicative and for calculations only. These services are required year round in some instances.

YEAR 2

The following details the costs that will be charged for transporting students who attend school outside of the district.

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days*	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	1	180		
Wheel Chair Capable buses	3	210		
Suburban / Passenger Vans (up to 8 passengers)*	2	180		
School Mini Van	14	180		
Second Year Total				

*The number of days varies by school/program/placement, this figure is indicative and for calculations only. These services are required year round in some instances.

YEAR 3

The following details the costs that will be charged for transporting students who attend school outside of the district.

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days*	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	1	180		
Wheel Chair Capable buses	3	210		
Suburban / Passenger Vans (up to 8 passengers)*	2	180		
School Mini Van	14	180		
Third Year Total				

*The number of days varies by school/program/placement, this figure is indicative and for calculations only. These services are required year round in some instances.

YEAR 4

The following details the costs that will be charged for transporting students who attend school outside of the district.

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days*	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	1	180		
Wheel Chair Capable buses	3	210		
Suburban / Passenger Vans (up to 8 passengers)*	2	180		
School Mini Van	14	180		
Fourth Year Total				

*The number of days varies by school/program/placement, this figure is indicative and for calculations only. These services are required year round in some instances.

YEAR 5

The following details the costs that will be charged for transporting students who attend school outside of the district.

	A	B	C	D
Service Description	Estimated Number of buses	Estimated Number of Days*	Cost Per Bus Per Day	Annual Cost (AxBxCxD)
Regular (65 – 77 passenger) buses	1	180		
Wheel Chair Capable buses	3	210		
Suburban / Passenger Vans (up to 8 passengers)*	2	180		
School Mini Van	14	180		
Fifth Year Total				

*The number of days varies by school/program/placement, this figure is indicative and for calculations only. These services are required year round in some instances.

E. BASE PRICE OF FUEL FORM

This bid is based on the following prices:

Gasoline Price Per Gallon:	
Diesel Price Per Gallon:	

F. CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM

FIRM	
ADDRESS	

AUTHORIZED INDIVIDUAL

SIGNATURE			
NAME		TITLE	
TELEPHONE		FAX	
EMAIL			
DATE			

G. STATE TAXES CERTIFICATION

I certify under the penalties of perjury that, I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

*Signature of individual or Corporate
Name (Mandatory)

By: _____

Corporate Officer (Mandatory, if
applicable)

**Social Security Number (Voluntary)

Or Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.62C s. 49.A.

H. CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____ held on _____, it was

(Name of Corporation)

(Date)

voted that _____ of this company, be and hereby is

(Name)

authorized to execute contracts and _____ bonds in the name and on

(Name)

behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named

corporation and that _____ is the duly elected officer as

(Name)

Above of said _____, and that the above vote

(Name of Corporation)

has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

104. Date

Corporate Seal